G. R. S. IX-5]

Previous references.

121 11

Later references.

Mur 359-24-4-8

1918.

(Mur-)

File No. 447

Serial Nos.

4, 5-6

GENERAL AND REVENUE SECRETARIAT.

Serial Nos.

Part B for March 20

SUBJECT.

Lease of Heggadihalli lands &c
-to Sri Sri Kanteswaraswamii temp
-at Nanjangud

D.O. Mysore, Comptr, Mur Supdt
Copy of the last order to the Agent of
Nanjangud Sri Raghavendraswamii Ma.
2703-05 Dt 3.20
Passing orders re ——

W D 1250—GPB—30,000 - 28-1-19

G. R. S. III—1] 1918-19

GENERAL AND REVENUE SECRETARIAT.

(Jaffna)

NOTES.

File No. 447

FILE HEADING.

Lease of Poggade lands endowed to the Sri Arulambikai Amman Temple, Nainativu.

From

No.	Dated	Received
Diary No.	Enclos. Spare Copies.	Serial No.

BRIEF ABSTRACT OF LETTER.

NOTES AND ORDERS.

NOTES—First Sheet.

G.R.S. III—3]

2

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

1) H. is more than 2 years that the Bp comes & begs we will repair & lease out the lands for the support of the temple and it is not to the advantage to lease the lands as depending on the seeds & Rains which are very precarious. The cultivation season has commenced & something depending have this done immediately

2) Please call for reports from the Bp concerned & the action taken thereon on this their letter &

N.B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

3

G.R.S. III—3]

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

B36 dated 29.11.18, about loan, the report is read in before the last optg meeting. I understand that the sale of the loan notified after S.D.O has since been cancelled by the BB comm. In the meanwhile the temple is losing heavily, as much as Rs 1500 a year

Sd
14.5

15/5/19.

3 Subsp. with a DR.

15/5/19 15/5/19

Approved 16/5/19

N.B –Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

G. R. S. III 2)

General and Revenue Secretariat.

Inam File No. 447 of 1918

Serial No.	
4.	To the Dy Comr. Nagpur Dr. no. 3568 dy 16-5-19. Requests that report regarding steps taken on the above letter no. 1336 dy 29.11.18 may be sent before the end of this month.
5.	From, the Dy. Comr., Nagpur Dr. no. Letter no. 443 Dy 24-5-1919. Reports that for reasons given Krishnachar, Agent of Sri Raghavendra Swami math now the Swa has lost his right to continue in the lease of the land endowed to Sri Srikanteswara Swami temple at Nanjangud, and proposes the sale of the lease right afresh for 5 years as per S.O. dy 9-9-18
6	The Dy Comrs report does exhaustively into the facts of the case Petition from Hanachar, Agent of the math, on the subject, was forwarded to the Dy. Comr. for issue of necessary orders in the matter of the stay of the sale of the lease-right of the said land.
7	If it is decided to hear the math Agent before orders are passed, notices will be issued to him. Submits for orders

E—Contn. sheet

M 27-5-19

G. R. S. III-2,

634.

General and Revenue Secretariat.

MWP File No. 147 of 1918 19

Serial No.

Case
This may be posted for hearing before Govt. Adv. the middle / December if approved.

RG
19.11.19

The facts of the case are clear from the Dr's Report.

The question for decision is, as stated by the Dr, whether Hanachan as agent of the Matt is entitled to the lease, on the strength of a previous lease, in favor of Krishnathan whose civil rights have abated by the latter's conviction into Assam.

The Dr's view is definite viz that Hainachan has no claim - for the simple reason that Krishnathan had the lease as his own personal concern, and not as agent of the Matt. And the Matt had no concern in the lease.

NOTE—Contn. sheet

G. R. S. III-2]

(1)

General and Revenue Secretariat. | File No. of 191

Serial No.

Note

Lease to Sri Raghavendra Swami mutt, of the lands endowed to Sri Srikanteswara Swami temple at Nanjanpur. "

Sri Srikanteswara Swamy temple at Nanjanpur owns dry and wet lands in Heggadehalli village measuring 72 acres and assessed at Rs 323-4-0. The lands are situated under Hulhalli channel and are full of ups and downs, and pits and ravines. These lands had been leased out to one G. R Venkatarao of Nanjanpur for a period of 20 years from the year 1907-08 (on a sutta of 108 pallas of paddy in the 1st year with a progressive rental of 10 additional pallas each succeeding year) subject to the condition that all the lands should be rendered fit for cultivation but as the lessee was irregular in the payment of sutta and allowed heavy arears to accumulate, his lease was cancelled on 31-5-1911 by the then Dy. Commr. Mr. S. Subramanya Iyer and the local authorities were directed to dispose of the lease thereon

NOTE—Contn. sheet.

Serial No.

During the auction-sale held by the Amildar on 11-6-1911, no body came forward to take up the lease. The ryots of Beggadehalli who were cultivating the lands, deposed that they were unwilling to take up the lease of the lands either as a whole or ~~by~~ piece meal, that they had suffered losses at the hands of the previous lessee, and that they were unwilling to cultivate these lands. The Amildar thereupon decided to invite tenders (Vide Hazir Para 3). After inspecting the lands, Messrs S. Venkataramana Shastry of Mysore Maharaja's College and Sankarier, Pleader of Nanjangud petitioned the Amildar on 11-6-1911 stating that to make the lands arable, the outlay to be incurred will be not short of 10,000 Rs, and after offering calculating interest thereon etc., an annual rental of 100 pallas for the first 10 years, and to raise it by 10 pallas annually culminating in 200 pallas on the end of 20 years, if the lease was for 20 years, or as a

(Ferist No 135)

(Ferist No 152)

NOTE—Contn. sheet.

Serial No.

permanent arrangement, 120 pallas for the first 6 years and 200 pallas from the 7th year.

Out of 5 Tenders that were received, the tenders from Rao Vazir Venkoba Rao of Nanjangud and Krishnamurti Rao of Gangeswari offering their lease for 20 years (150 pallas in the 1st year with an additional 5 pallas every succeeding year) being most advantageous, the Amildar solicited orders on 21-6-1911.

(Dr. 154)

341

On 24th and 26th June 1911, Krishnacharlu, Agent of Sri Raghavendra Swami matt and Ramachandra Row of Matt Devan Raja Srinivasachar petd. both the Dy. Commr. & the Sub Divl. Officer offering their lease for 20 years (Sultan of 160 pallas for the 1st year with an additional 5 pallas every succeeding years i.e. 255 pallas on the 20th year) on condition of rendering all the land fit for cultivation at their cost, and furnishing security as desired. They added that the fact that it required heavy

NOTE—Contn. sheet.

Serial No.

outlay to bring all the lands under cultivation, that the village did not afford the convenience of ryots, and that temple lands were lying waste without even fetching the kandaya, he noted. The present Diwan when he was the Dy. Commr of the Dist, ordered on 29-6-1911 that the tenders from Agent Krishnachar and Ramachar was more advantageous than the rest, that there was no sufficient reason to reject it, and directed the Sub Divl Officer to accept their lease for 10 years after obtaining a proper Sattige karar, without prejudice to the patta for 1911-12. On the same date, the review petition of the previous lessee S. R. Venkatarao was rejected by the Dy. Commr.

On 6th July 1916, the Amildar reported that Agent Krishnachar would alone take up the lease as agreed to between the darkhastdars and submitted that if the conditions before us in the Agent Krishnachar's memorial

NOTE—Contn. sheet.

Serial No.

X2

of that date, were approved by the Sub Divl. Officer, he would obtain a formal lease deed and get it duly registered. In the meanwhile the Agent has stated among other things, that he would render all the lands fit for cultivation at his cost, and would hypothecate place his own house in front of the kutti wherein Srikanteswara Bank is located as security for the regular payment of kutta, failing which the property might be proceeded against for recovery of the amount due, and added that if for any reason, Govt. directed him to quit the land, the amounts spent by him for improvements should be made good.

Under the Sub Divl. Officer's order of 7th July, one Shanmugham, School master of Nanjanad stood as surety and offered his wet land, garden and house as security. On 9th July, the Sub Divl. Officer directed that after ascertaining that these prop. were free from encumbrances

NOTE—Contn. sheet.

Serial No.

registered document might be obtained both from the lessee and his surety, that at till then, sasanali chit for that year should be given which should not be construed as interfering with the lease for 20 years, and that this had to be done, as the cultivating season had already commenced - On 10th July, the Amildar reported that the chit was given as directed, and the lands were placed at the possession of the Govt. The records were perused by the Sub Divl Officer and the Dy. Comrs on 13-8-1911.

On 18th August 1911, the thirumukut lessee G. R. Venkatesa Rao appealed to Govt and records were called for from the Dy. Comrs on 11-9-1911. (The records were received and the appeal was ordered to abate on 29-11-1916 owing to the demise of the appellant).

On 22-3-1912, the Sub Divl officer reported that the reco-

NOTE—Contn. sheet.

G. R. S. III-2]

General and Revenue Secretariat. | File No. | of 191

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were submitted to Govt in connection with the above appeal and solicited orders whether in the interim, a formal lease-deed for 10 years might be got executed as prayed for in Agent Krishnachar's petition. The then Dy. Commr Mr Mathieu ordered on 23-3-1912 that during the pendency of the said appeal, it was not possible to execute a ~~land~~ lease-deed for a long period and that the land might be leased out only for the next year, if the Agent Krishnachar agreed to it. The Agent Krishnachar while complaining of the non-compliance of his prayer, however accepted the lease for 1912-13 for 160 pallas. On 1st November 1912 Agent Krishnachar became the Swamiji of Sri Raghavendra Swami Math.

On a proposal to sell the patta in 1913, Yadgir Dy 6-5-13 was written from the Taluk Office asking the new Math Agent to evict the lands, and he wrote in reply that there was no reason to eviction the lands as Govt had a lease by

NOTE—Contn. sheet.

Serial No.

accepted their 10 years' lease, and their muchalika and security offered, that during the pendency of the appeal by the previous lessee, the lease might be given to them for the year 1913-14 for 160 pallas, and that if Govt directed them to surrender their lands, the amounts laid out by them for their improvement in the strength of the previous Dy. Commrs. order, be refunded to them as mentioned in their muchalika - On the recommendation of the Amildar and Sub Divl. Officer, the Dy Commr Mr A. Subrahmanya Iyer observed that pending disposal of the appeal by Govt, it was not his opinion to sanction a long lease, that the lease for 1913-14 also be given to Sri Raghavendra Swami matt as in the previous year (i.e. 160 pallas), and that if the matt did not agree to it, it might be disposed of by competition on the same or enhanced rates, that if they took it up, they should not contest that

NOTE—Contn. sheet.

Serial No.

Their 20 years lease was accepted.
The matt took up the lease for 1913-14 for 160 pallas.
On the petition of the new matt Agent Sanehachar 1913-14 pressing for 20 years' lease, the Amildar reported that it was not proper to interfere with the Sapanali hak of the matt during the pendency of the appeal and dispose of the lease otherwise, and recommended lease of 1914-15 to the matt as in the previous year. The Sub Divl. Officer pointed out that on accounting the appeal, the temple had suffered loss by 3×10 pallas. The Dy. Commr. Mr. A. Subrahmanya Iyer again sanctioned the lease to the matt Agent on 16-4-1914, for 1914-15, for 160 pallas. As for the execution of the stamped lease deed for 1914-15, the Agent stated on 28-5-14, that a Sapanali chit was sufficient, that he would execute a stamped registered deed for 20 years lease,

NOTE—Contn. sheet.

Serial No.

and pointed out that on the strength of the order of the Dy. Commr, they had already laid out heavy amounts for the improvement and were prepared to invest more money on it, and added that as soon as orders were received disposing of the appeal, they would execute the lease-deed. As orally directed by the Dy. Commr, the patta for 1915-16 was sanctioned by the Huzur to Agent Sanehachan for 1915-16, for 160 pallas.

On 24-4-1916, the Dy. Commr Mr. P. Subrahmanya Iyer sanctioned the lease for 1915-16 1916-17 to Agent Sanehachan for 160 pallas.

On 29-11-1916, as referred above, G. R. Venkata Rao's appeal was disposed of by Govt, and the Dy. Commr was directed to take steps to lease out the lands to the best advantage. (The question of lease to Raghavendra Swami

NOTE—Contn. sheet.

(11

G. R. S. III-2]

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Serial No.

matt was not then before Govt.).

Agent Ganeshachar deposed before the Amildar on 2-12-16 that as Agents of the matt, they took up 20 years' lease in 1911 at a time when Govt condemned the lands, that some 20 acres were then to some extent fit for wet cultivation the rest being jungle and full of thorns, that on the assurance given by Govt., they rendered at a heavy outlay and labour 13-14 acres of land fit for wet cultivation, that so far, they had not reaped any profits, that the object of the Swami was to lay out heavy amounts and improve the lands for the eventual benefit of the temple and utilize the profits for the matt i.e. feeding Pandits and Students, and awarding prizes, that they would suffer heavy loss if they were deprived of the lands and prayed that the lease-deed for 20 years might be executed as per the Govt order. The appeal was rejected

NOTE—Contn. sheet.

Serial No.

by Govt and added that they were bound by their muchalika and would deliver progressive rental from 1912-13, that as a matter of fact, they offered 180 pallas for 1915-16 but the temple authorities declined to receive the additional 20 pallas without orders.

A copy of this office Cir. of 15th nov. 1916 was sent by the Dy. Commr to the local authorities, and the Amildar reported on 10-1-1917 and 23-8-17 that as stated by the Govt it was a fact that the lands applied for were laid out and the land improved on the assurance given by Govt., that they had not so far derived any profits and would suffer loss if the lands were taken away from them, that they agreed to pay enhanced rates as per their muchalika, that as previously ordered, the lands might be confirmed to the mahajans for 20 years, that the ryots who offered their lease, would cultivate the cultivable lands

NOTE—Contn. sheet.

G. R. S. III-2]

General and Revenue Secretariat. | File No. | of 191

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and pleaded their inability to invest amounts and improve all the lands & that the Matt had sufficient means to bring all the lands to a sound Condition

The least-night was however put up to auction and a bid for Rs 1150/ which is equal to 230 pallas, was secured the villagers of Heggodehalli who declined to take up the lease in 1911, had petd in Janv. 1917 offering 300 pallas of paddy (vide D.C's letter). The Matt Agent entered into a Muchalika on 14-7-18 under protest thereby he bound himself to pay a Jutta of 300 pallas for that year in case it is established that he is not a lessee for 20 years under the lease of 1911, and that they were bound by the Muchalika of 1911 and would pay 195 pallas for that year with arrears, that after the lands came to their possession, they had rendered 20-25 acres fit for wet cultivation at a cost of Rs 3,000.

NOTE—Contn sheet

Serial No.

as detailed by him-

The land continue in the possession of the matt.

The Sub Divl Officer raises for the first time on 14-7-1918, the objection that the lease application given by the Swami in his Purvasrama Cannot hold good as he loses all his civil rights by his becoming a Swami. While repeating the above, the Dy. Commr points out that the security offered in 1911 was the private property of the lessee and of one Shamachar who also stood as joint security, no matt property having been offered as a guarantee. Matt Officer proposes that as per recent orders of Govt, the lease rights may be sold afresh for 5 years-

As regards the objection of loosing Civil rights raised by the Sub Divl Officer for the first time in July 1918 which is rejd. by the Dy. Commr. it is seen from the records that it is the Matt Agent Krishnachar and the Son of the Matt Dewan that

NOTE—Contn. sheet.

Serial No.

put in their joint tender in 1911, that later on, the latter withdrew and the former's tender was accepted, and that the necessary muchalika was executed and the security was offered. But for the interference of the previous lessee's appeal to Govt., from August 1911 to Nov. 1916, the formal lease-deed would have been executed and registered, and during its pendency, the local authority deemed it undesirable to enter into a long lease.

Agent Krishnachar became the Swami in 1912 and since then, year after year. The lease is being renewed in favor of the new Matt Agent as pointed out above. The records show that after 1912, the correspondence with the local authority was from the new Matt Agent. The Taluk Authorities have addressed the office of Sri Raghavendra Swami Matt in the matter, and the Matt Agents' office has addressed the Amildar. In his kyphiyat of 2-12-16, the new Matt Agent has

136 D3

Serial No.

deposed that in the year 1911, the lease was accepted by them as Agents of the Matt, and the profits from the lands are being used for the benefit of the Matt (feeding Pandits & Students and awarding presents). In his order dt 8-6-1913, the Dy. Commr. Mr. R. Subrahmanya Iyer has stated "ನಿರಾಕ್ಷೇಪಣೆಯನ್ನು ನ್ಯಾಯಸಮ್ಮತವೆಂದು ಒಪ್ಪಿ ಅವರಿಗೆ ಅವಕಾಶ ಕೊಡಬಹುದು". In his report dt 23-8-13, the Amildar has repeated that "ಇವರು ಅಲಾಹರಣೆಯನ್ನು ಕೊಡಲು ಒಪ್ಪಿದ್ದಾರೆ".

29 E.

vide no 42.

It is also contended in the Dy. Commrs. letter that the property offered as security was the private property of the lessee and one Shamachar, and not Matt property. which would the object of the security must have been that in case of default of payment of suttu by the Matt, the local authorities might proceed against these properties and adjust the temple dues.

NOTE—Contn. sheet.

Serial No.

It is a point for Consideration whether the local authorities would have accepted if Agent Krishnachari had tendered Devadaya property of the matt as security for payment of temple sultas, and even if they accepted it, whether it would have been possible to recover temple dues by proceeding upon Devadaya property of the matt.

If it is decided that under the Dy Commrs order of 1911, the matt may be allowed to continue, it is submitted that the matt is bound by the muchalika of 1911 whereby they have to pay (160+8+5=140) a sulta of 200 pallas for the current years 1919-20 with arrears on a progressive rental of 5 pallas from 1912-13 i.e. 140 pallas - As they have already enjoyed the lands for 9 years from 1911-12, the remaining period will be 11 years. They are bound to render all the temple lands fit for cultivation at the cost of the matt, failing which the loss if any to be borne by

K

12	13	5
13	14	19
14	15	15
15	16	20
16	17	25
17	18	30
18	19	35
		140

NOTE—Contn. sheet.

G. R. S. III-2]

General and Revenue Secretariat. | File No. of 191

Serial No.

D,

The temple will have to be made good from the private properties tendered as security.

Agent Hariyachan has pet. the member that he may be heard in person and given an opportunity to place the several documents on which he bases his claim before final orders are passed. The member directs the submission of the papers relating to the case.

Submit for orders.

MM 23.12.9

I have asked the I do to send me a report after an examination of the Audit accounts whether there are entries about this lease therein 2020. Thus the Audit 6/1/20

NOTE—Contn. sheet.

G. R. S. III-2]

General and Revenue Secretariat. | Misc 3 File No. 647 of 191 8

Serial No

Flag B.

Flag Z

NOTE—Contn sheet

G. R. S. III-2]

General and Revenue Secretariat.

Misc. File No. 447 of 1918.

Serial No.

Flag Y.

Against the order Cancelling his lease

Flag X ✓

it thereafter at the rate of 5 bales a year. This offer being more advantageous than that of other applicants, the D.C. Comilla (the present Deputy Commr) passed an order that the lands might be leased to them as prayed for by them. But as the appeal of Lokenath was to [illegible] not been disposed of and as he had filed a Civil Suit against the Auction of Tenanted in respect of the Cancelled lease — i.e. the lease and as it was too late in the season to defer delivery of possession (in 1911-12) till after the execution of a registered lease deed, the lands have been leased from 1911-12 to 1917-18 [illegible] 1917-18 [illegible] to Agricultural Farm Comilla said that the lands might be given to them from 1912-13 the lease was made out to the latter and he was registered as the Superintendent of the Agricultural Farm Comilla in 1912-13 but the leases for the year 1911-12 have been granted. Letter to Govt. Agri. Chief Dr Hayavadan, Minute of the Minister

NOTE—Contn. sheet.

G. R. S. III-2]

General and Revenue Secretariat.

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Serial No.

Flag W2

The appeal filed by Venkat Rao abated on 29-11-1916 in consequence of his death, after the dismissal of the suit filed therein. In the order dated 29-11-1916 directing the abatement of the appeal, it was decided that the lands should be disposed of to the best advantage of the temple. The right of cultivation was sold when an offer of 230 pallas (or £1150) was received from the agents of the Village and they subsequently agreed to give 300 pallas, but possession could not be delivered to them as Ramja Chetty, one of the agents of the Mutt, kept up that dispute - the case having been finally decided by Govt. in 1915-17 - cultivated the lands on which there were only plants about a foot high when an attempt was made to see if Irrigation could be given to the crops in 1915-20 also Ramja Chetty cultivated the lands without interest.

Flag V1 Subsequently

The Rajaveedi Dharma Mutt

NOTE—Contn. sheet.

G. R. S. III-2]

General and Revenue Secretariat.

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G. R. S. III-2]

General and Revenue Secretariat. | 1/1402 File No. 447 of 191

Serial No.

Flag U

Presentation of an application by
Nim Dhoj, on the other hand, that
it could not come into on behalf
of the Mutt -
When the Dy Comm's order
that the lands might be leased to
Krishna Chan and Ramachan for
20 years was communicated
to the latter, he made a statement
on 3-7-1911 that the things had
gone to Raichur that till 6-7-1911
when he was expected to come
back, a large no of merchants
from Kalburgi could not come for
that date as they would be pressed for time and
presented the application dy that
the Mutt, it would be taken to
be Sri Krishnarpana dy the issue
of the order, & none of
Tavarin and Krishna
but he did not
He could have told him
at least then that the
Mutt's application was
no such statement
in writing & he can

NOTE—Contn sheet

G. R. S. III-2]

General and Revenue Secretariat.

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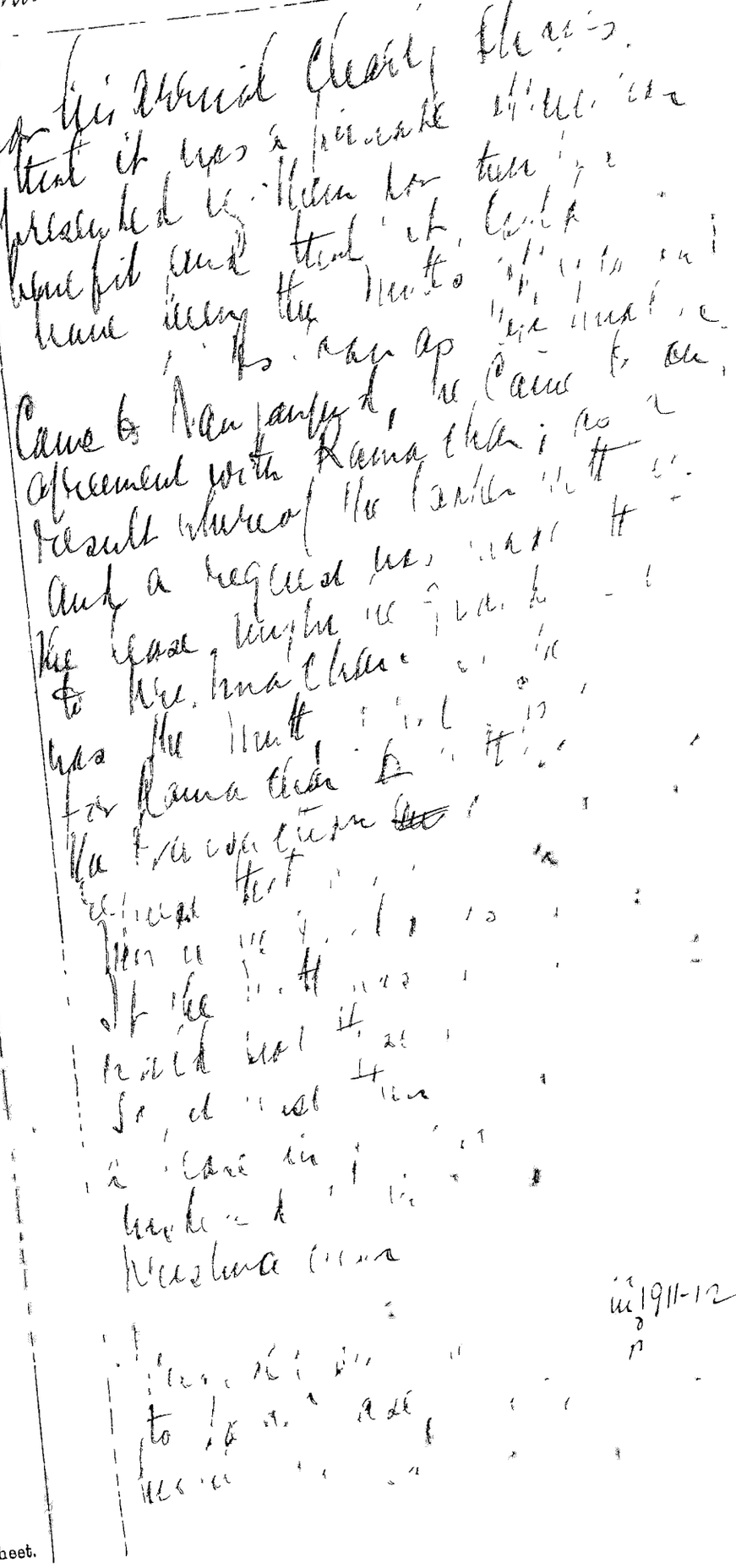

NOTE—Contn. sheet.

G. R. S. III-2]

General and Revenue Secretariat.

Mun File No. 447 of 1918.

Serial No.

71a 4 1

do not prefer entering into such transactions, he would have dealt directly with the Revenue Authorities concerned but no such communication has been received.

(20) When the Hy Council passed his Order dated 28-29 - 6-1918 approving of the offer of Lingaraja Chari and Rama Chari, the said Head of these applicants were then of means and if they were asked to furnish fresh securities, they would be granted and would certainly furnish them. It is clear that the case was decided by the Hy Council on the assumption that these persons were not financially able to take a lease by the Trust & would have been prepared to furnish security if these persons were asked to do so. For a part from the fact that the Trust is one of the conditions in the tender that in case of an increase in the amount of the grant the Trust will pay such increase in the future.

of Rs 6959

Note—Contn. sheet.

G. R. S. III-2]

General and Revenue Secretariat.

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Serial No. 9

the arrears could not have been recovered and of ~~that~~ the 6th Grant. ~~Such a suit would have to be off against the Workers Grant.~~

Mr. Krishna Aiyar offered one Shama Aiyar as Surety for the due performance of the terms of the Contract of Lease and the latter has filed a Statement that he is willing to stand Surety for Krishna Aiyar. He has also said that he would stand surety for the Rent.

Krishna Aiyar has also offered his Agricultural Implements as Security for the proper discharge of his obligations as a Lessee and said that if he has not paid his Land Revenue the Implements might be disposed of and he has also said that if necessary, ~~he~~ if he finds he has any deposits in the Bank of Madras he has already made the necessary arrangements for the payment of Rent.

Dated before the Meeting that

NOTE—Contn. sheet.

G. R. S. III-2]

General and Revenue Secretariat.

Mov File No. 447 of 1916.

Serial No.

G. R. S. III-2]

General and Revenue Secretariat. | File No. 467 of 191

Serial No	
	lands.

NOTE—Contn sheet

G. R. S. III-2]

General and Revenue Secretariat. | Miscl. File No. 1561 of 1918.

Serial No.

Other

has spent these sums
on the Mesadakali lands, but
he admits that the Mutt accounts
do not show that these sums
were given to him for the
improvement of the endowments
of the temple lands. The admissions
of Ramayya & therefore clearly
show that there is not even a
single entry in the Mutt accounts
of the last ten years i.e. since
1911 that any moneys was spent
on the temple lands at Mesadakali
or that Gutta was delivered to
the temple. Having regard to the
special Condition that if the
Mutt is called upon to give up
the lands, it must be reimbursed

NOTE—Contn. sheet.

WD A 1789—GPB—60,000—20-3 18—S.

G. R. S. 111-2]

General and Revenue Secretariat.

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Serial No.

The Cost of the improvements effected, there can be no doubt that if the Mutt had spent money for improving the temple lands, it would have made its claims against specific heaps ~~that~~ against the amounts spent on the Devadayam lands. The absence of all reference to the Devadayam lands in the Mutt's letter leads directly to the conclusion that it was not a party to the lease of these lands

28

The Dy Commr has stated in his order dated 18-6-1913 that the lands might be leased by the Mutt authorities for 1913-14 only as was done in 1912-13, for the term of the lease. From this it is argued that it was a lease to the Mutt, but even if it be assumed ~~that~~ for arguments sake that there was a lease in 1912-13 to the Mutt, it does not follow that the disposal in 1911-12 was in favour of the Mutt. But the lease

NOTE—Contn. sheet.

WD A 1789—GPB—60,000—20 3 18—S.

Serial No.

Hag D,

1. 1912-13 was one of the Mutt
lent to Krishna Char Vee &
Comms' order dated 23 March
1912. Further the D. Comm
has stated in his order dated
18-6-1913 that from the
grant of the lease for 1913-14
only it should not be presumed
that he had agreed to the
lease for 20 years. Therefore
the order does not really support
the Mutt's contention.

2. It is clear conse-
quently that a lease for 20 years
has agreed to be given, not
to the Mutt but to Krishna Char
and that the present contention
that the Mutt is the lessee is
due to the accident that Krishna
Char subsequent to the date of
the agreement, became the Swami
of the Mutt. If he had not
become the Swami and if
the Mutt should not
a contention, the
are that he would resist

3. If the lease

WD A 1789—GPB—60,000—20 3 18—S.

G. R. S. III-2]

General and Revenue Secretariat.

Mwe File No. 467 of 1918.

Serial No.

was Granted only to the Lumbers ~~in this~~ but the Mutt as stated ~~Para~~ above and pointed out by Mr. Baptist the Mutt has absolutely no claim by demand that it should be allowed to remain in possession of the lands till 1931-32.

(31) The next question is whether the Mutt is entitled to compensation for improvements stated to have been effected by it before it can be called upon to surrender the lands.

32 As the Mutt was not the lessee, it had no authority to spend money on improvements. There is nothing in the Mutt accounts to show that it has effected improvements. Leases having been granted only from year to year it is abundantly evident that any lessee would have improved the land so, especially as the lease was ~~for 5 years~~ containing the stipulation of the lease to one year was that there

Note—Contn. sheet.

WD A 1789—GPB—60,000—20 3 18—S.

G. R. S. III-2]

General and Revenue Secretariat.

Mad File No. 447 of 1918.

Serial No.

was a Petition of the Ryots for the lease of the lands of Krishna Char being rejected on the appeal presented by G. R. Venkata Rao, the previous lease, which terminated on 29-11-1916 has a consequence of his death. The petitioners that G. R. Venkata Rao might obtain lease a proclamation was always present to the minds of Krishna Char and the other petitioners who Cultivated the lands and the Govt was pleased on 8-6-913 that the ~~lease~~ should not under stand that by the grant of a lease for 1913-14, he had agreed to continue it for 1914-15 1915-16 1916-17 1917-18 by a Statement given by Ameka Char, and of the Agent of the Mutt, on 2-12-1916, he said that in the belief that the Mutt would get a lease for a long period, it had spent Rs 1500 on the improvement of the lands and the lease was granted only from year to year; the usual

Flag E

And he has stated in a petn dated 28-10-1916 that the Mutt had taken so much trouble since a lease for 20 years had been sanctioned

NOTE—Contn. sheet.

WD A 1789—GPB—60,000—20-3 18—S.

G. R. S. III-2]

General and Revenue Secretariat. | 9 Mem File No. 1117 of 1918.

Serial No.

of the Amildar of Jeypore, dated 23-8-1917 shows

(1) that in 1906-7 i.e immediately before the lease to G. R. Venkat Rao out of 36 acres 19 gunta out of 72 acres were ~~for~~ under wet Cultivation

(2) that in 1910-11 the last year in which G. R. Venkat Rao was in possession of the lands 56 acres 9 gunta were ~~fit~~ under ~~for~~ wet Cultivation (i.e Venkat Rao made 20 acres 8 gunta fit for wet Cultivation)

and (3) that in 1916-17 i.e five years after the lease to Krishna Char out of 51 acres 11 gunta were ~~fit~~ under wet Cultivation.

(4) that upon improving the lands, Krishna Char and the other men who cultivated the lands ~~began~~ in 1911-12 brought about a Reduction of 4 acres 38 gunta in the area under wet cultivation. The Amildar

NOTE—Contn. sheet.

WD A 1789—GPB—60,000—20 3 18—S.

G. R. S. III-2]

General and Revenue Secretariat.

File No. 117 of 1918.

Serial No.

further States that at the time of his inspection of the lands he found that 1 acre 12 Cents of Sugar had been brought under Cultivation and plantains raised. Even making allowance for this, the Extent was less than when previous Char got possession of the Lands. The Enquiry Amounts for the diminution by Stating that on a portion of the Lands formerly under Cultivation the lessee attempted to raise Crops but did not succeed and that it required for its improvement money which the lessee was not prepared to Expend as his lease was only from year to year.

35 Mr Nyndam Chan reported on 11-7-1918 that the Agent of the Mutt was letting 4 acres unplanted but this was a lie. The Right of Cultivation had been bought & Sale. The Sale was conducted on 13-6-18

Flag V

NOTE—Contn. sheet.

WD A 1789—GPB—60,000—20-3 18—S.

G. R. S. III-2]

General and Revenue Secretariat.

9/1112 File No. 447 of 1918.

Serial No.

When the lands offered
Rs 1150, which was the price
of 230 kalgas. The Ryots
subsequently agreed to give
300 kalgas. The Ryots
had no right to cultivate
the lands ~~of the~~ in 1918-19
as no lease was granted to
him but he unauthorizedly
cultivated them in that
year and ~~if he effected~~
received the returns of possession
of the lands to the Ryots. If
he made any improvements
during his unauthorizedly occupation
of the lands, which he must
have done an account of Chalai
as pointed out by the Sub Div.
officer, he is not entitled to
their cost

~~I thought~~ The Mutt Authorities
thus ~~misled~~ Cared & takes
the lands in 1911-12 for the
rent which they were prepared
to give. Ryots are Coming
forward & offer 300 kalgas a year
now and that this must be due to the
unauthorized

NOTE—Contn. sheet.

WD A 1789—GPB—60,000—20 3 18—S.

G. R. S. III-2]

General and Revenue Secretariat. | Mysore File No. 469 of 1917.

Serial No.

Flag A.

Offered by the Jamkhandi Sen of Bolia offered on 28-10-1903, long before the lease of the lands to Krishna Char,

150 pallas for 1904-5
200 " for 1905-6
80 " for 1906-7
250 " for 1907-8
300 " for 1908-9
350 " for 1909-10

but this did not materialize.

Flag C.

37 Then also State that one Kempu Wampia ~~Laid~~ stated on 25-7-1906 that he would give

60 pallas for Paraleha (1906-7)
100 " for 1907-8
150 " for 1908-9
150 " for 1909-10
200 " for 1910-11
250 " for 1911-12
275 " for 1912-13

and 275 pallas for the next seven years, evidently the Kellada Jalli Jagts wanted to obtain a lease for as low a rent as possible and must have thought that by

There were other offers also

NOTE—Contn. sheet.

WD A 1789—GPB—60,000—20-3 18—S.

Serial No.

would get the lands eventually for even if others took up the lease in the first instance, they could thwart the lessees by refusing to cultivate the lands under them and compel them to surrender them. I do not think anything reliable can be inferred from the offers made by various persons, especially in the face of the definite facts set forth above.

3. The Govt. does not therefore appear to be justified in any Compensation for improvements said to have been effected by it. If it is considered desirable, an inquiry may be ordered on this point.

4. Munisami Y. R. Venkata Rao had been granted a lease for 20 years from 1907-8 and though in the list of lands under that Cultivation rose from 36 acres (units 6) to 56 (units 9 Gunthas, which shows that he

NOTE—Contn. sheet.

MD A 1789—GPB—60,000—20-3-18—S.

G. R. S. III-2]

General and Revenue Secretariat.

MW File No. 467 of 1918.

Serial No.

Must have effected improvements, his lease was Cancelled in 1911-12. The Mutt Caught Stayed on & his position, for no lease was granted to it and no appreciable improvements could have been effected in it. As to the Attitude of the Mutt, I may point out that though the Agent did not Execute any Kabar to Cultivate the Lands in 918 Stayed though the Mutt knew that the Revenue Authorities were Arranging to give the Lands to the Ryots of the Village for 3 or 4 years and did not Cultivate the Lands but stated in his letter dated 4-7-1918 to the D Commr that if Ryots Came to the Lands to Cultivate them, he would be obliged to institute Criminal proceedings against them and in his letter dated 27-6-1918 to the Sub Revenue officer he has made a threat that he would institute a Civil suit. These threats proved

D2

D3

NOTE—Contn. sheet.

WD A 1789—GPB—60,000—20 3 18—S.

G. R. S. III-2]

General and Revenue Secretariat.

File No. 4417 of 1918.

Serial No.	
	from a person who has been in possession in defiance of the authority of the Revenue officers who wanted to give the lands to the ryots of the Village for 300 Pallas. Said rent has not been given in return. The Amildar's report dated 5.2.1918 shows that ~~two years~~ the rent for
Flag F/ 1917-18	fell into arrears, that he attached the crops and that he recovered the arrears of 17-18 and the rent for 1918-19 with great difficulty. Now the rent for 1911-12 is due in full. Only 115 Pallas were given in 1911-12 and the remaining 45 Pallas were given subsequently. Of this quantity 9 Pallas odd were
Flag F.	in arrears even on 13-3-1914 (Vide Cancha Chara Peta).
	The ryot complains that the local authorities are refusing to permit him to cut the standing crops but he has not produced any copy

NOTE—Contn. sheet.

WD A 1789—GPB—60,000—20 3 18—S.

G. R. S. III-2]

General and Revenue Secretariat.

(Mem) File No. 447 of 1916.

Serial No.

[illegible] orders that may not have been passed by the local officers. He wants an immediate order directing the local officers to permit him to cut the crop. 42 He has also prayed that he may be given a hearing about the merits of this case.

Third Member) U/J 29/1/20

29/1/20

I shall be glad to hear Mr Hanjaratan as desired by him at 3 PM on Saturday (7th inst) the first hearing after he can

The Govt Secy is requested to be ready present as the time.

Mr Hanjaratan who is [illegible] 4/2

now here will be informed accordingly

4/2/20 4/2/20

A draft notice is sent

4/2/20

Issued at Mem U/J 4/2/20

NOTE—Contn. sheet.

Notice served 4/2/20 BZ

WD A 1789—GPB—60,000—20-3-18—S.

G. R. S. III-2]

General and Revenue Secretariat. | File No. | of 191

Serial No.

3132
6/2/20

The party will be heard by the Hon'ble member tomorrow at 3-p.m.
File put up.
SA
6/2/20

Mr Hazra Chowdhury may be heard before the Hon'ble member.
Records requested.
VJ 7/2/20

NOTE—Contn. sheet.

P.T.O.

WD A 1789—GPB—60,000—20 3 18—S.

G. R. S. III-2]

General and Revenue Secretariat. | File No. 447 of 1916

Serial No.

Mr.Krishnachar (as the present Swami of the Mutt was called in his Poorwasrama) having offered to take up the lease of the lands for a period of 20 years on certain terms which were more advantageous than those offered by ~~any~~ others, they were approved by the Dy.Commissioner of Mysore, (the present Dewan) on 29th June 1911 and the necessary documents were ordered to be obtained from him. But before the lease-deed could be executed Mr.Venkat Rao who had been previously in possession and enjoyment of the lands ~~had~~ appealed to Government against the Dy.Comm'r's order and the execution of ~~his~~ lease-deed was therefore held in abeyance for some years, till Mr.Venkat Rao's appeal was decided against him. But though no lease-deed was obtained from Mr.Krishnachar the lands were allowed to be cultivated by him (either in his private capacity or as the Swami of the Mutt after he was installed in the office) on the understanding that he would have no right to the lease if Mr.Venkat Rao succeeded in his appeal. Mr.Venkat Rao's appeal having been dismissed by Government, Mr.Krishnachar who is now the Swami of the Mutt wants the terms of the lease as approved by the Dy. Commissioner in 1911 to be given effect to. On the other side, it is urged by the Deputy Commissioner that the agreement with Mr.Krishnachar not having been completed owing to the appeal preferred by Mr.Venkat Rao, the terms approved by the Dy.Comm'r in 1911 are

NOTE—Contd. sheet.

WD A 1789—GPB—60,000—20 8 18—S.

G. R. S. III-2]

General and Revenue Secretariat. | Mer File No. 1117 of 1916.

Serial No.

are no longer binding on Government, that even if they were, Mr.Krishnachar had, on his installation as the Swami of the Mutt, lost his civil rights to his Poorvasrama claims and that there are now offers from some others for payment of a higher rate of rent for the lands ~~from some others~~, and it would be to the advantage of the temple to lease out the lands to the highest bidder.

I agree with the view taken by the Deputy Commissioner as also by the Muzrai Secretary in his note, that the Mutt has no legal right to claim the benefit of the terms of the lease as arranged between Mr.Krishnachar and Government in 1911. But ~~in view of~~ the fact that the Mutt had been allowed to remain in possession of the lands and to cultivate them after Mr.Krishnachar's installation as the Swami of the Mutt would go to show that the local officers made no distinction between Krishnachar as an private individual in his poorvasrama and the same person as the Swami of the Mutt after his installation in the office. In the circumstances, I think that it will not would be quite fair and equitable to take advantage of the legal defect in the Mutt's title and take away the lands from its hands.

As regards the contention that the lease-deed not having been yet executed in accordance with the terms agreed on between the Swami and Krishnachar, the Government are not at

NOTE—Contn sheet.

WD A 1789—GPB—60,000—20 3 18—S.

Serial No.

liberty to dispose of the lands as they consider best, it may be observed that if the agreement was not immediately executed and given effect to it was because, Mr. Venkat Rao's appeal to Govt. was then pending and it may be taken that it was evidently the intention of the Dy. Commr: to give effect to the terms of the agreement if Mr. Venkat Rao failed in his appeal. As for the higher rent now said to be offered by others for the land, there can be no doubt that it is due to the improvements effected to and the money spent on the lands by the Mutt during the period it has been in possession of them; and this should not therefore be counted as a factor in determining the claims of the Mutt for the confirmation of the lease in its favour.

On a full consideration of all the circumstances I consider that the fairest and most equitable course will be to confirm the lease of the lands to the Mutt on the terms settled and accepted by the Dy. Commr: in 1911, such terms being given effect to from the year in which the lands were put in possession of, i.e., 1913-14 charging Fasli for 15 years, as tentatively agreed to by Mr. Hanuchar

A draft order will be put up accordingly.

Jc

NOTE—Contn. sheet.

WD A 1789—GPB—60,000—20 3 18—S.

Routine Notes

[To be used only for notes, requisitions, etc. not relating to any specific test]

3245
12/20

(I.R.S. III—3]

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

N.B –Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

G. R. S. III-2]

General and Revenue Secretariat. | Misc - File No. 27, of 1918.

Serial No.	
S-458-215 25-2-20.	Dont approved Lee 20.2.20. Misc WJ 27/2/20 WMF 27/2
6	To. D.C. Mysore, Camping Supdt — No. 2703-705 dt 2 3 1920 Birds, Rat, Animal allowed to continue Tailorate as last ... Rs and 1926-27 ...

NOTE—Contn. sheet.

Presented in person

Bangalore, 29th November, 1919.

19/20.4-29

Before The Government of His Highness The Maharaja of Mysore, Bangalore.

Mujrai Appeal No. of 19_20.

The humble petition of Hariyachar, Agent under a General Power of Attorney to the Sree Raghavendra Swami Mutt at Nanjangud:

Most Respectfully Showeth:

That the petitioner on behalf of the said Mutt is the lessee of the Inam Lands situated in Heggadahalli Village, Nanjangud Taluk, belonging to the Sree Sreekanteswara Swami Temple at Nanjangud; the said lands having been leased out to the Mutt for a period of 20 years on the conditions, viz:-

(a) that the Lessee should improve the lands at his own expense and render the entire area fit for cultivation within the said period, and

(b) that in the first year a Gutta of 160 pallas of paddy should be paid and that thereafter the same should be increased by 5 pallas every year, so that at the end of 20 years 260 pallas should be paid.

2. That the petitioner on the faith of the order of the then Deputy Commissioner and in pursuance of the conditions set forth above invested a sum of over Rs.3,000/- towards the improvement of the lands in question and brought additional extent of lands lying fallow under cultivation. He has besides invested amounts for raising constructions on uncultivable portion of the lands for agricultural purposes and been maintaining

maintaining a big establishment.

3. In the meanwhile the Local Officers having thought fit to reduce the period of lease and oust the petitioner on the interference of the local mischief mongers, the petitioner had to approach higher authorities in the District to secure his right and possession of the lands in question in accordance with the lease already ordered in his favour. The matter not being decided by the District Authorities, the Local Officers began threatening to oust the petitioner once again and consequently he was compelled to apply to Government for redress in January 1919.

4. The Deputy Commissioner to whom the petitioner had appealed against the decision of the Sub Division Officer, without formally hearing the petitioner and granting him the necessary relief he was entitled to, has, it is learnt, sent up all the connected papers with his report in the matter for the orders of Government.

5. The petitioner humbly submits in this connection that he has been subjected to heavy loss in the present undertaking not to mention of the inconveniences and troubles caused to him by the unnecessary interference and annoyance of the Local Officers both in season and out of season. Under these circumstances he humbly and respectfully begs that he may be kindly heard in person before final orders are passed to enable him to fully and satisfactorily explain the exact particulars of his case and to place before Government for their kind perusal the several documents on which he bases his claim.

6. In conclusion the humble petitioner solicits that his case may be decided at an early date as possible as the harvesting of the standing crop has to be out in hand and completed before the 15th December next.

Your humble petitioner begs to remain

Your most obedient servant,

20-4-19

To

The Councillor,

Government of Mysore,

B A N G A L O R E.

Humble representation of Hariyachar, Agent of Sree Raghavendra Swamy Mutt, Nanjangud.

1 Solicits the favour of an interview in connection with the Mutt Appeal in regard to the lease of Sree Srikanteswara Swami Temple lands.

2. When the appeal is still pending before the Government, the Amildar of the Nanjangud Taluk has unauthorizedly interefered and issued orders to the village officers, to the great prejudice of the Mutt authorities, and has prevented them from harvesting the standing paddy crop.

3. He most humbly and respectfully prays that his grievances may kindly be heard in person and immediate relief given to him in the matter of harvesting the standing crop, which has almost been devastated.

Bangalore.
4th February 1920.

G. R. S. VI—G/32]

SUBJECT.....

.....

.....

Diary No. of letter replied to .. ..

Section Revenue
File No 447
Serial No. 4

GENERAL AND REVENUE SECRETARIAT

( )

, the *191* .

No. 3668

Date of issue 16.5.19

Signed by Asst. Sec. to Govt.

To

The Dy. Commr.,
Mysore Dist.,

Sir,

Adverting to the office letter no. 1336 dt/ 29th November 1916 regarding among other things, that steps should be taken to lease out to the best advantage, the lands in Heggadehalli village granted to Sri Srikanteshwara Swamy

Otr.

Temple at Ranjangud, I am
directed to request that you will
be so good as to send up a
report of the action taken
in the matter so as to
reach this office positively before the
end of the current month.

I have etc.

H.S.
16/5/19.
Secretary
Irrig. Dept. —

List of enclosures.

Copied by

Examined by

W D80—GPB—60,000—15 11 16

9310

WD 0463—GPB—3,00,000—21-7-17—S.

1919

From

The Deputy Commissioner
Mysore District

To

The Secretary to the Govt
of Mysore
Revenue department
Bangalore

Dated 24th September 19

Despatched —— 19 ——

Received

General No.
No.

Enclosure No.

I submit a report on the leasing out of the lands in Byaddahalli, Nanjangud taluk, belonging to Sir Srikantheswara Swamy temple.

PART No 654

19 20

Rev
Gen
5

Office of the Deputy Commissioner,

Mysore District,

Mysore, dated the 24th September 19.

From

C. P. Loring, Esquire,

Deputy Commissioner,

Mysore District.

To

Ramaswamaiya, Esquire, ...,B.A.,

Secretary to the Government of

His Highness the Maharaja of Mysore,

Muzrai Department, Bangalore.

Sir,

With reference to your letter No.1336 Muz. 121-11-4 dated the 29th November 1916, intimating that the appeal of G.R.Venkata Rao of Nanjangud about the case of Heggadahalli lands belonging to Sri Srikanteswaraswamy Temple at Nanjangud, has been ordered to abate owing to the death of the appellant and directing that steps may be taken to lease out the lands to the best advantage, I have the honor to state that after the lease in favour of Venkata Rao was cancelled on 31st May 1911, tenders were invited for leasing out the lands afresh.. Out of the several tenders the one presented by Krishnachar agent of Sri Raghavendraswamy Mutt at Nanjangud was found to be advantageous and the lease was therefore sanctioned in his favour by the then Deputy Commissioner for a period of 20 years, subject to the condition that the lessee should pay to Government 160 candies of paddy for the 1st year and for the succeeding years at 5 candies in excess over the gutta of the preceeding year.

The lessee urged for the execution of the lease-deed in the matter. He was informed that it was con-sidered inexpedient to enter into any lease so long as the suit filed by Venkatarao against the Amildar, continued pending, but the

lease

lease was however sanctioned for only one year, with the assurance that this lease would in no way interfere with his claim for 20 years' lease. This lease was renewed during the succeeding years also. While renewing the same on 8th June 1913, the Deputy Commissioner has clearly ordered that the present lease would not in any way help the lessee to bring in his claims for the grant of 20 year's lease. Thus year by year the lands continued in the possession of the lessee who enjoyed it on payment of an annual gutta of 160 candies of paddy.

In the meantime the lessee Krishnachar was inducted into ~~the~~ Sanyasaasrama and became the Swami of Sri Ragavendraswamy Mutt. Thereupon Ganesachar, the then Agent of the Mutt, applied for the execution of the lease-deed ~~for~~ which the previous agent was entitled to; but the lease was sanctioned for only one year. This arrangement continued till the year 1917-18 when the Sub Division Officer, Nanjangud ordered on 4th March 1918 that the lands should be leased out afresh as he thought that the income from those lands may be considerably increased. Accordingly the lease rights were put to auction on 10th June 1918 with the result that ~~the~~ bid for Rs.1150/- which was nearly equal to 230 pallas of paddy was secured.

In this connection the villagers of Heggadahally had presented an application on 18th January 1917 to this office stating that they were willing to cultivate these lands at an annual gutta of 250 pallas ~~a year~~ and that they would bid even up to 300 pallas if the lease rights were auctioned. The Amildar in drawing the attention of the villagers to this petition, asked them if they were willing to undertake the lease at the rate of 300 pallas a year. In response to ~~to~~ this, the villagers in their statement before the Kasabu Sheikdar agreed to the above proposal. The entire records were then submitted to the Sub Division Officer for orders. The Sub Division Officer, Nanjangud ordered that if the Matt authorities were willing to take up the lands on the above condition, the lands may be left in their possession as before under ~~the~~ proper mutcualika and that if they are not agreeable to this, the lands may be handed over to the possession

possession of the villagers on ~~the~~ proper security.

5 Against this order, Hariachar the then Agent of the Mutt presented an appeal in this office on 28th June 1918. The Sub Division Officer was thereupon directed to submit the entire records within a week and not to give effect to his order until the appeal was decided. On receipt of a report from the Sub Division Officer the Deputy Commissioner cancelled his previous order and called for some further information in the matter. On 14th July 1918 a detailed report was submitted by the Sub Division Officer and this was under enquiry till now.

On 4th July 1918 Hariachar again presented an application to this office praying that his case may be reconsidered and that the order of the Sub Division Officer may be set aside. In para 12 of his petition he has stated that he is prepared to enter into a mutchalika under protest whereby he would bind himself to pay a gutta of 300 pallas of paddy for that year in case he is allowed in undisputed possession of the lands during that year and also in case it is established that the petitioner is not a lessee under the lease of 1911 for 20 years, but only a temporary lessee.

The lands however continued in his possession till the harvesting season, when he was demanded to deliver the gutta paddy of the current year together with that of the previous year which remained with him only. As he evaded, the crop on these lands was attached and advertised for sale.

He thereupon presented an application to this office praying that the sale may be ordered to be stayed and that the standing crops may be released. As no favourable orders were passed, the paddy due to the temple at 160 pallas was recovered and the remaining paddy was left to the possession of the lessee.

9 In the month of January 1919, the question of selling the lease rights by auction arose again and the Amildar was directed to take action accordingly and conduct the sale on 31st January 1919.

January 1919.

10 Hariachar, thereupon presented applications to this office as well as to the Secretariat praying that a stay order may be issued A stay order was issued from this office on 31st January 1919 and the lands continue in possession of Hariachar, the Mutt Agent

11 The question for decision now is whether Hariachar as Agent of the Mutt is entitled to the lease for 20 years as agreed to by Krishnachar the then Agent and now the Swami of the Mutt.

12 The Sub Division Officer in his D.O.No26. dated 22nd July 1918 states that the lease application given by the Swami in his Purva-Asrama, cannot hold good now as he loses all his civil rights by his becoming a Swami and that no lease deed was also executed on a stamp paper and registered.

13 Further the Swami in his Purva Asrama as Krishnachar while presenting his tender has not said that he was doing so on behalf of the mutt and while sanctioning the lease it has been ordered that proper security must be taken before giving possession of the lands to the lessee Krishnachar. The security offered was the property of the lessee and one Shamachar a school master, who also stood as joint security, no Matt property having been offered as a guarantee.

14 Under these circumstances I would propose the sale of the lease rights afresh for 5 years as per Government Order No.517-25 Muz 115-16-8 dated 29th August 1917.

15 The entire file of correspondence together with the D.O.above referred to is herewith forwarded for reference and kind return.

I have the nonor to be,
Sir,
Your most obedient servant,

Dundaraja Ayengar
For Deputy Commissioner,
Mysore District.

G. R. S. VI—G/32]

SUBJECT.....

.....

.....

Diary No. of letter replied to.....

GENERAL AND REVENUE SECRETARIAT

( )

the *191*

Date of issue 4.2.20

Signed by Mr A. M. Dyer

Section

File No.

Serial No.

No. 2367.

To

నంబినగారు ఆల్ బ్రిండ్ పోలీస్
మిగతా వరవుర్ద ఎగ్జామ్ ప్
రివ్యూ చీఫ్ సి-

నంబినగారు [illegible]
రవ్వలు దడినగరు [illegible]
మి మిళ్ళ కాలిశిక్షణ [illegible]
రీం రాపవంచిక్ష [illegible]
చిరర్ణయి అదాన [illegible]
రిందు పిల్లన [illegible]
కొరిల్ మిశిన [illegible]
పెదిపంచ [illegible]
[illegible]

over.

ಪತ್ರ ಸಂ.

B.D.

Dft) 4/2/20

Secy to forth

Rly Mus Dept &

Rly 4/2/20

C/o.

Mr. Ramanatha Rao

Deputy Conservator, Office

Bangalore. Dft

List of enclosures.

Copied by

Examined by

WD 1744—GPD—80,000 19-3-19

1912-13 సం లు లగాయితు ఉపాధ్యాయులకు జీతములు పెంచి ఇవ్వవలసి వుండుట వల్ల ఈ పాఠశాలలో కొలంతకు కొంతమంది ఉపాధ్యాయులు పెరుగుట వల్ల ఈ పాఠశాలకు ఇవ్వవలసిన గ్రాంటు కూడా పెరుగవలసి వుండుట వల్ల ఈ పాఠశాలకు 1911-12 సం లు లగాయితు ఉపాధ్యాయులు 160 రూపాయలు ఇవ్వవలసి వుండుట వల్ల. ఈ పాఠశాలకు గ్రాంటు ఈ క్రింది ప్రకారము పెంచి ఇవ్వవలసి వుంది.

1912-13	సం లు	165 రూపాయలు
1913-14	"	170 "
1914-15	"	175 "
1915-16	"	180 "
1916-17	"	185 "
1917-18	"	190 "
1918-19	"	195 "
1919-20	"	200 "

ఇట్టి పాఠశాలకు ఉపాధ్యాయులు సంఖ్యను పెంచుటకు ఉండవలసిన ఆవశ్యకత లేదు. గనుక పాఠశాలకు ఇవ్వవలసిన గ్రాంటు 160 రూపాయలు ఇట్టి సంఖ్యలోనే ఉపాధ్యాయులు వుండవలసి వున్నట్లయితే 1912-13 సం లు లగాయితు ఉపాధ్యాయులు పెరుగుట వల్ల ఇవ్వవలసిన గ్రాంటు 160 రూపాయలు ఇట్టి సంఖ్యలోనే ఉపాధ్యాయులు వుండవలసి వున్నట్లయితే ఇవ్వవలసిన గ్రాంటు ఇవ్వకుండా ఉపాధ్యాయులు సంఖ్యను పెంచుటకు ఉపాధ్యాయులకు తీర్మానము చేయవలసి వుంది.

ಪೆಂಡಿಂಗ್ ಕೇಸ್‌ಗಳಲ್ಲಿ ಅಪೀಲ್ ಕರ್ತರಲ್ಲಿ ಅಲ್ಲಿ ಹಾಗೂ ಅಲ್ಲಿ
ಇಲ್ಲಿ ಅಲ್ಲದೆ ಇಲ್ಲಿ ಇಲ್ಲಿ ಸಂಖ್ಯೆ ಯಾವುದೇ ಆದರೂ
ಅಲ್ಲಿ ಇಲ್ಲಿ ಸಂಖ್ಯೆ 500 ಕ್ಕಿಂತ ಅಲ್ಲಿ ಇಲ್ಲಿ ಇರಬಾರದು.

ಇತಿ ನಿಮ್ಮ ವಿಶ್ವಾಸಿ

ಬಿ. ಪುಟ್ಟಣ್ಣ ಚೆಟ್ಟಿ

23 January 1920

మేము మీకు ఈవరకే లేఖలు వ్రాసినట్లు
భావిస్తున్నాము. ఇంకా ఏమీ రాలేదు.

తే. 7-2-1920.

1918 వ సంవత్సరపు శిస్తు వసూలు చేయడానికి మీకు
కావలసిన రసీదు పుస్తకాలు మీరు ఇంతవరకు పొందలేదు
అని తెలిసినది. కావున మేము పంపుచున్నాము.

1919 వ సంవత్సరపు శిస్తు వసూలు చేయడానికి
మీకు ఎన్ని రసీదు పుస్తకాలు అవసరమో వ్రాసి తెలియజేయగలరు.
మీ వద్ద 1911-12 సంవత్సరపు
రసీదు పుస్తకాలు ఏమైనా ఉన్నట్లయితే వాటిని
మాకు వెంటనే పంపివేయగలరు. ఈ రసీదు పుస్తకాలలో
160 రసీదులు ఉన్నవి. ఒక్కొక్క రసీదు పుస్తకమునకు
రూపాయి చొప్పున వెల నిర్ణయించి ఉన్నాము. ఈ
రసీదు పుస్తకాలు ఎన్ని అవసరమో వ్రాసి తెలియజేసిన
వెంటనే మీకు పంపుటకు ఏర్పాటు చేయగలము. ఈ
రసీదు పుస్తకాలలో ఒక్కొక్క రసీదు పుస్తకమునకు
ఒక్కొక్క రూపాయి చొప్పున వెల నిర్ణయించి ఉన్నాము. ఈ
రసీదు పుస్తకాలు ఎన్ని అవసరమో వ్రాసి తెలియజేసిన
వెంటనే మీకు పంపుటకు ఏర్పాటు చేయగలము. ఈ
1919-20 సంవత్సరపు శిస్తు వసూలు చేసిన
తరువాత 6 నెలలకు ఒకసారి వివరాలు మాకు తెలియజేయవలసి
ఉన్నది. కావున మీరు ఎప్పటికప్పుడు వసూలు చేయుచున్న
140 రసీదులకు సంబంధించిన డబ్బు మాకు పంపివేయగలరు.
మీ వద్ద 1911 సంవత్సరపు రసీదు పుస్తకములు
ఏమైనా ఉన్నట్లయితే వాటిని కూడా మాకు పంపివేయగలరు.

వడరకచేరు తీసుకుంటున్న గానల వివరములు
క్రింద ఇవ్వబడినవి, 1919-20 సంవత్సరానికి కొత్తగా
ఇలాంటి పద్ధతిని ఏర్పాటు చేయవలసినదిగా కోరుతూ
కోరుట లేదు - నేటి నుండి సంవత్సరం పూర్తి
కాలం పాటు ఇంటి పన్ను వసూలు చేయడం
అవసరమైనదిగా భావించి - వచ్చే వచ్చిన
మరియు ఇంటి పన్ను వసూలు చేయవలసిన
అవసరం ఉన్నది కాబట్టి: అని మీకు తెలియజేస్తూ
ఈ విషయమై మీ అభిప్రాయాలను తెలియజేయవలసిందిగా
కోరుతూ ఉన్నాము. ఇట్లు మీ విధేయులు
వడ్డాది సుబ్బారాయుడు మరియు ముగ్గురు సభ్యులు
వడ్డాది గ్రామ పంచాయితీ. ఇట్లు వారి కార్యదర్శి
కొండపు సుబ్బారాయుడు గారి వద్ద నుండి 1911-12
సంవత్సరానికి గాను 16 వసూలు చేసిన
వివరాలు క్రింది విధంగా ఉన్నవి. 1911-12
సంవత్సరానికి గాను 16 వసూలు చేసిన
వివరాలు క్రింది విధంగా ఉన్నవి. 1911-12
సంవత్సరానికి గాను 16 వసూలు చేసిన
వివరాలు క్రింది విధంగా ఉన్నవి.

ఇట్లు
కొండపు సుబ్బారాయుడు
కార్యదర్శి

Proceedings of the Government of His Highness the Maharaja of Mysore.

1/7/12

Mysore

R e a d :--

Petition dated 18th August 1911 from G. R. Venkat Rao of Nanjangud appealing against, the Deputy Commissioner's ofder directing the cancellation of the lease to him, for a period of 20 years from 1907-08, of Heggadahalli lands endowed to Sri Srikanteswaraswami temple at ---- Nanjangud.

Letter No. 1336 dated 29th November 1916 from the Secretary to Government, Muz. Dept. to the Dy. Commr, Mysore Dist, intimating the abatement of the said appeal owing to the demise of the appellant and requesting that steps may be taken to lease out the lands to the best advantage of the institution.

Letter No. 243 dated 24th September 1919 from the Deputy Commissioner reporting that after the cancellation of the said lease in May 1911, tenders were invited and a fresh lease was sanctioned in favor of Ved. Krishnachar, agent of the Sri Raghavendra Swami matt for a period of 20 years from 1911-12 subject to the payment of 160 pallas for the first year, with a progressive rental of 5 additional pallas each succeeding year, that during the pendency of Venkata Rao's appeal before Government, the lease was being renewed year after year till 1917-18 in favor of matt agents, as Ved. Krishnachar became the Swami of Sri Raghavendraswami Matt in November 1912 and suggesting that as the lessee has lost all the civil rights acquired him during his Purvasrama, and as there was no satisfactory proof that Ved. Krishnachar was acting for the matt when he offered his tende in 1911, the above lease might be cancelled an the lands leased afresh for 5 years as per

standing orders and adding that there were offers of 300 pallas per annum as rent.

petitions from Hariachar, agent of the Sri Raghavendra Swami Matt contending that the lease -- obtained by Ved. Krishnachar in 1911 was on -- behalf of the matt, that the matt authorities have invested capital for the improvement of the lands and praying that under the terms of the agreement made in 1911, the matt may be -- allowed to remain in possession of the lands as lessees for 20 years from 1911-12.

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Order No. 2703-705 Enc 2 files one bundle
Inwrd 447-18-6.
Dt 2nd March 18.

Ther is nothing on record to shew that the lease of the lands in question was applied for by Ved Krishnachar on behalf of the Raghavendraswami Matt or that it was intended to be granted to the Matt. On the other hand, the wording of the application presented on 24th June 1911 by Ramachar on behalf of Ved. Krishnachar offering to take up the lands on the terms specified therein, the order of the Deputy Commissioner calling upon the said Krishnachar to furnish security for the due performance by him, of the terms of the contract, and the conduct of Krishnachar in offering his private house as security lead clearly to the conclusion that the lease was agreed to be given in accordance with the Deputy Commissioner's Order dated 29th June 1911 not to the Matt, but to Ved. Krishnachar in his private capacity. But on his becoming a Sanyasi and being installed as the Swami of the Sri Raghavendraswami Matt in 1912, all the civil rights acquired by him in his Purva Asrama

were extinguished . That such a legal consequence flowed from his entering the fourth Order seems, however, to have been lost sight of by the local authorities, with the result that the Matt of which he was the head was allowed to take possession of and cultivate the lands in accordance with the terms of the lease agreed on in 1911, pending the disposal of the appeal preferred by Mr. Venkata Rao to Govt.

Though the Matt has no legal claim to have the lease confirmed to it in accordance with the terms of the Deputy Commissioner's Order of 1911, in view of the fact that it has been allowed to remain in possession of the lands since then and that it should have incurred appreciable outlay on bringing it under cultivation, Govt. consider that it will not be equitable to take away the the lands from its hands and lease them out to others merely because better offers are now forthcoming for the lands in their present condition. Moreover Mr. Hariachar, Agent of the Matt, who was personally heard on behalf of the Matt, has stated that in view of the facts that the legal right of the Matt to the benefit of the lease agreed to in 1911 has been called in question, that some person have come forward to offer a rent of 300 pallas per annum as against 160-5/1-260 pallas that Ved Krishnachar had agreed to give in 1911, and the object of the Matt is not to make any profit, but to improve the lands and restore them to the temple as soon as possible, after it is rendered quite fit for cultivation, the Matt will have no objection to have the term of the lease reduced to 15 years from 1911-12, by which time, all the lands will have been improved and then surrender them to the temple.

Taking into considertaion all the circum

circumstances of the case, Govt.are pleased to accept the proposal of the Agent of the Matt and to direct that the Matt be allowed to cultivate the lands till the end of 1926-27 on the conditions thatn it ~~should~~ give the temple rent according to the scale fixed in the Deputy Commissioner's order No. 1307 dated 29th June 1911 with effect from the year 1911-12 when it was put in possession of the lands, and that it renders all the lands thoroughly fit for cultivation at its own cost before the termination of the period set forth above. If, in any of the years, the prescribed rent is not delivered before the last day of February of that year, the lease will be liable to be immediately terminated and the lands otherwise disposed of in the best interests of the temple.

Secretary to Government,
Muzrai Department.

To,

The Deputy Commissioner, Mysore, Dist,

returning Ver.Records

" Comptroller to Govt.

" Muzrai Supdt. in Mysore,

Copy to Mr. Hariachar, Agent of the

Sri Raghavendraswami Matt, Nanjangud.

C.KM.